

MAR 31 2006

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**FACSIMILE TRANSMITTAL**

**TO**

**Name:** USPTO

**Date:** March 31, 2006

**Fax No.:** 571.273.8300

**Subject:** U.S. Application Number 10/772,163

**FROM**

**Name:** Jay A. Stelacone

**Phone No.:** 410-741-0972

**Fax # Verified by:** JAS

**# Pages (incl. this):** 10

**Attorney Docket No.:** 0023.0016

**PLEASE DATE-STAMP TO ACKNOWLEDGE RECEIPT OF THE FOLLOWING:**

In Re Application of: Wilmer L SIBBITT, Jr.

Application No.: 10/772,163

Group Art Unit: 3763

Filed: February 3, 2004

Examiner: Unknown

For: MULTIDIAMETER SYRINGE FAMILIES

1. Transmittal Form (1 page)
2. Revocation of Power of Attorney, Grant of New Power of Attorney, and Change of Correspondence Address (2 pages)
3. Inventor Assignment to UNM (3 pages)
4. Invention Assignment from UNM to STC (2 pages)
5. Change of Attorney Docket Number (1 page)

Due Date: N/A

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MAR 31 2006

PTO/SB/21 (09-04) (modified)

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

# TRANSMITTAL FORM

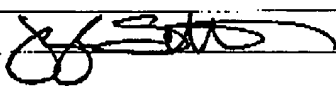
(to be used for all correspondence after initial filing)

		Application Number	10/772,163	
		Filing Date	February 3, 2004	
		First Named Inventor	Wilmer L. SIBBITT, Jr.	
		Art Unit	3763	
		Examiner Name	Unknown	
Total Number of Pages in This Submission		9	Attorney Docket Number	0023.0016

## ENCLOSURES (Check all that apply)

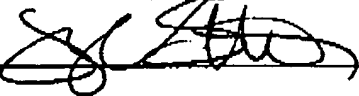
<input type="checkbox"/> Fee Transmittal ( pages) <input type="checkbox"/> Credit Card Payment Form ( pages) <input type="checkbox"/> Reply to Office Action ( pages) <input type="checkbox"/> After Final <input type="checkbox"/> Petition for Extension of Time – month(s) ( pages) <input type="checkbox"/> Information Disclosure Statement (2 pages) <input type="checkbox"/> Form PTO/SB/08A (1 page) <input type="checkbox"/> Copy(ies) of Document(s) Listed on Form PTO/SB/08A ( pages) <input type="checkbox"/> Response to Notice to File Missing Parts ( pages) <input type="checkbox"/> Fully-Executed Declaration ( pages) <input type="checkbox"/> Copy of Notice ( pages) <input type="checkbox"/> Assignment Cover Sheet ( pages) <input type="checkbox"/> Fully-Executed Assignment ( pages) <input checked="" type="checkbox"/> Revocation of Power of Attorney, Grant of New Power of Attorney, and Change of Correspondence Address (2 pages)	<input type="checkbox"/> Drawings – FIGS. 1- ( pages) <input type="checkbox"/> Petition ( pages) <input type="checkbox"/> Terminal Disclaimer ( pages) <input type="checkbox"/> Request for Refund ( pages) <input type="checkbox"/> After Allowance Communication ( pages) <input type="checkbox"/> Notice of Appeal ( pages) <input type="checkbox"/> Appeal Brief ( pages) <input type="checkbox"/> Status Inquiry ( pages) <input checked="" type="checkbox"/> Other Enclosure(s): 1. Change of Attorney Docket Number (1 page) 2. Inventor Assignment to UNM (3 pages) 3. Invention Assignment from UNM to STC (2 pages)
Remarks:	

## SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm Name	Law Office of Thomas M. Isaacson		
Signature			
Printed Name	Jay A. Stelacone		
Date	March 31, 2006	Reg. No.	42,168

## CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that this Transmittal Form and the above-identified correspondence are being facsimile transmitted to the USPTO's Central FAX Number (571-273-8300) on the date shown below:

Signature			
Typed or printed name	Jay A. Stelacone	Date	March 31, 2006

**RECEIVED  
CENTRAL FAX CENTER****MAR 31 2006****PATENT**  
Customer No. 40271  
**New Attorney Docket No. 0023.0016****IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of:

**Wilmer L. SIBBITT, Jr.**

Application No.: 10/772,163

Filed: February 3, 2004

For: **MULTIDIAMETER SYRINGE  
FAMILIES**

) Group Art Unit: 3763

) Examiner: Unknown

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

**REVOCATION OF POWER OF ATTORNEY,  
GRANT OF NEW POWER OF ATTORNEY,  
AND CHANGE OF CORRESPONDENCE ADDRESS**

The undersigned, a representative authorized to sign on behalf of the assignee owning all of the interest in this patent, hereby revokes all previous powers of attorney or authorization of agent granted in this application before the date of execution hereof.

The undersigned verifies that the **Science & Technology Corporation @ UNM** is the assignee of the entire right, title, and interest in the patent application identified above by virtue of an assignment from the inventor to the University of New Mexico (attached hereto), and an assignment from the University of New Mexico to the Science & Technology Corporation @ UNM (attached hereto). The undersigned certifies that the evidentiary documents have been reviewed and to the best of the undersigned's

Application No.: 10/772,163  
**New** Attorney Docket No. 0023.0016

knowledge and belief, title is in the assignee **Science & Technology Corporation @ UNM.**

The undersigned hereby grants its power of attorney to the **Law Office of Thomas M. Isaacson, Customer Number 40271**; Thomas M. Isaacson, Reg. No. 44,166; Richard C. Irving, Reg. No. 38,499; and Jay A. Stelacone, Reg. No. 42,168, both jointly and separately as their attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith, and to receive the Letters Patent.

Please send all future correspondence concerning this application to the address associated with: **Customer Number 40271.**

Dated: January 23, 2006

By: Elizabeth J. Kuuttila  
Elizabeth J. Kuuttila  
President & CEO  
Science & Technology Corporation @ UNM

MC-226

## INVENTOR ASSIGNMENT TO UNM

ASSIGNMENT from \_\_\_\_\_ whose addresses are set forth on the signature page hereof (the "Inventors"), to the University of New Mexico, an educational institution of the State of New Mexico, whose address is c/o Patent Administration Office, Hokona Hall, Zuni Wing, Rm. 357, Albuquerque, New Mexico 87131 (the "University").

WHEREAS, the Inventors, while employed by the University, conceived and/or reduced to practice one or more inventions which are described both in the disclosure described below and in other materials associated with the disclosure, including materials prepared after the date of this Assignment. The disclosure is identified as:

UNM Docket No. \_\_\_\_\_ Multidiameter Syringe Families

(both the disclosure and the associated materials are collectively referred to herein as the "Invention Disclosure");

WHEREAS, one or more patent application(s) either have been or may be filed in the future in the United States Patent and Trademark Office and other patent offices covering the invention or inventions described in the Invention Disclosure (collectively, the "Patent Application(s)"). Any such patent application(s) filed as of the date hereof are described below:

<u>Patent App.</u>	<u>Country</u>	<u>Date of Filing</u>	<u>Multidiameter Syringe Families</u>
<u>Serial No.</u>			

And,

WHEREAS, the University is legally entitled to obtain a formal assignment from the Inventors of their entire right, title, and interest in and to invention(s) and related technology created by Inventors during their employ by the University.

NOW, THEREFORE, the Inventors do hereby assign and transfer unto the University all their right, title, and interest in and to: (a) the invention(s) described in the Invention Disclosure and/or Patent Application(s); (b) any technical information, know-how, trade secret, process, procedure, composition, biological materials, device, method, formula, protocol, technique, software, design, tradename, trademark, copyright, copyrightable material, drawing or data which is related to the aforesaid invention(s) and/or that is included in the Invention Disclosure, whether or not covered by the Patent Application(s); (c) the Patent Application(s) including but not limited to all divisions, reissues, continuations, continuations-in-part, continuing patent applications, substitutions, renewals, extensions filed and all patent(s) issuing thereon in the United States and all foreign countries; (d) all improvements to the invention(s) described in the Invention Disclosure and/or Patent Application(s) hereafter made or invented by any of the Inventors during their employment with the University (all of the foregoing, (a), (b), (c), and (d) being collectively referred to hereafter as the "Invention"); and (e) the right to assert claims and bring lawsuits for any violation or infringement of any of the intellectual property rights assigned hereby, including all patents issuing on the Patent Application(s).

Form Revised 03/01

THE INVENTORS FURTHER ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. In accordance with the University's policies and practices, all net revenues from the Invention (all income received by the University, or its assignee, from commercialization of the Invention, not including payments for research, development or reimbursement of certain costs), shall be divided as follows: forty percent (40%) equally to the Inventors (unless the Inventors have otherwise agreed in writing and so notified the University), forty percent (40%) to the Science & Technology Corporation @ UNM, and twenty percent (20%) to the University.
2. For the purpose of enabling the University, its successors and assigns, to obtain, defend and enforce all United States and foreign intellectual property rights in the Invention, the Inventors shall timely communicate all information, execute all documents, testify in all legal proceedings and take all such other actions necessary or desirable to accomplish such purpose.
3. The Inventors authorize the attorneys of record for the Patent Application(s) to insert in this Assignment where indicated above, or in an Addendum to be attached hereto, the filing date, country where filed, title and serial number of such Patent Application(s) filed hereafter as they become officially known.
4. The Inventors authorize and request all domestic and foreign patent office officials to issue all patents, when granted, to the University, its successors and assigns.
5. The Inventors warrant and represent that no assignment, sale, agreement or encumbrance has been or will be made or entered into by them which would conflict with this Assignment.
6. If there shall only be one Inventor, all references herein to Inventors shall be deemed to refer to said Inventor. If there shall be more than one Inventor, this Assignment may be signed in multiple counterparts and all such counterparts shall be deemed to constitute a single instrument.
7. THE UNDERSIGNED INVENTORS ACKNOWLEDGE BY THEIR RESPECTIVE SIGNATURES HERETO THAT THEY HAVE READ THE FOREGOING, UNDERSTAND ITS CONTENTS AND HAVE HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL OF THEIR CHOOSING CONCERNING THEIR RIGHTS AND OBLIGATIONS HEREUNDER.

*Wilmar L. Sibbitt* 08-15-2002  
 Assignor: Wilmar L. Sibbitt, MD  
 Address: 338 Amherst NE  
 Albuquerque, NM 87106

Date

STATE OF NEW MEXICO  
 COUNTY OF BERNALILLO

ss.

The foregoing instrument was subscribed and acknowledged before me, this  
 15<sup>th</sup> day of August, 2002, by *Wilmar L. Sibbitt, MD*

Linda L. Mery  
Notary Public

My Commission Expires:

8/15/03

Assignor: \_\_\_\_\_ Date \_\_\_\_\_  
Address: \_\_\_\_\_

STATE OF NEW MEXICO }  
COUNTY OF BERNALILLO } ss.

The foregoing instrument was subscribed and acknowledged before me, this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

Assignor: \_\_\_\_\_ Date \_\_\_\_\_  
Address: \_\_\_\_\_

STATE OF NEW MEXICO }  
COUNTY OF BERNALILLO } ss.

The foregoing instrument was subscribed and acknowledged before me, this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

Form Revised 03/01

**INVENTION ASSIGNMENT FROM UNM TO STC**

INVENTION ASSIGNMENT from the University of New Mexico, an educational institution of the State of New Mexico, whose address is c/o Patent Administration Office, Hokona Hall, Zuni Wing, Rm. 357, Albuquerque, New Mexico 87131 (the "University") to Science & Technology Corporation @ UNM, a nonprofit corporation formed by the University to commercialize technology developed at the University, whose address is 801 University Blvd. SE, Suite 101, Albuquerque, New Mexico 87106 ("STC").

WHEREAS, certain inventors (the "Inventors") while employed by the University, conceived and/or reduced to practice, and subsequently assigned to the University, one or more inventions which are described both in the disclosure described below and in other materials associated with the disclosure, including materials prepared after the date of such assignment to the University. The disclosure is identified as:

UNM Docket No.  
MC-226

Title  
Multidiameter Syringe Families

(both the disclosure and the associated materials are collectively referred to herein as the "Invention Disclosure");

WHEREAS, one or more patent application(s) either have been or may be filed in the future in the United States Patent and Trademark Office and other patent offices covering the invention or inventions described in the Invention Disclosure (collectively, the "Patent Application(s)"). Any such patent application(s) filed as of the date hereof are described below:

<u>Patent Appl.</u> <u>Serial No.</u>	<u>Country</u>	<u>Date of Filing</u>	<u>Title</u>
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and

WHEREAS, STC, pursuant to an agreement between it and the University, has requested the University to assign its entire right, title, and interest in and to invention(s) and related technology assigned by the Inventors to the University.

NOW, THEREFORE, the University does hereby assign and transfer unto STC all its right, title, and interest in and to: (a) the invention(s) described in the Invention Disclosure and/or Patent Application(s); (b) any technical information, know-how, trade secret, process, procedure, composition, biological materials, device, method, formula, protocol, technique, software, design, tradename, trademark, copyright, copyrightable material, drawing or data which is related to the aforesaid invention(s) and/or that is included in the Invention Disclosure, whether or not covered by the Patent Application(s); (c) the Patent Application(s) including but not limited to all divisions, reissues, continuations, continuations-in-part, continuing patent applications, substitutions, renewals, extensions filed and all patent(s) issuing thereon in the United States and all foreign countries; (d) to the extent the University owns the same under its policies and practices, all improvements to the invention(s) described in the Invention Disclosure and/or Patent Application(s) hereafter made or invented by any of the Inventors while employed by the University (all of the foregoing, (a), (b), (c), and (d) being collectively referred to hereafter as the "Invention"); and (e) the right to assert claims and bring lawsuits for any violation or infringement of any of the intellectual property rights assigned hereby, including all patents issuing on the Patent Application(s).



## THE UNIVERSITY FURTHER ACKNOWLEDGES AND AGREES AS FOLLOWS:

1. For the purpose of enabling STC, its successors and assigns, to obtain, defend and enforce all United States and foreign intellectual property rights in the Invention, the University agrees to provide all reasonable and necessary assistance in requiring the Inventors to timely communicate all information, execute all documents, testify in all legal proceedings and take all such other actions necessary or desirable to accomplish such purpose.
2. The University authorizes the attorneys of record for the Patent Application(s) to insert in this Assignment where indicated above, or in an Addendum to be attached hereto, the filing date, country where filed, title and serial number of such Patent Application(s) filed hereafter as they become officially known.
3. The University authorizes and requests all domestic and foreign patent office officials to issue all patents, when granted, to STC, its successors and assigns.
4. The University represents that no assignment, sale, agreement or encumbrance has been or will be made or entered into by it which would conflict with this Assignment.
5. Notwithstanding this Assignment, UNM reserves the right to use the Invention for internal research, development, and educational purposes only.
6. To the extent the Invention has been developed under one or more funding agreements with the Government of the United States of America, the Government has certain rights as specified in 35 U.S.C. §§200 *et seq.*, including the right of the Government to practice the Invention, or have the Invention practiced, on its behalf. This Assignment is explicitly made subject to such Government rights.

Regents of the University of New Mexico

By: 

Julie Weaks Gutierrez

Title: Vice President for Business &amp; Finance

DUSTY L. LAM  
NOTARY PUBLIC  
STATE OF NEW MEXICO

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

ss.

28 The foregoing instrument was subscribed and acknowledged before me, this  
day of August, 2002, by Julie Weaks Gutierrez.

  
Notary Public

My Commission Expires:

Sept 12, 2005

Seal: